

**ORDER 2022-210
IN RE SETTLEMENT AGREEMENT
THE UNITED STATES PLAYING
CARD COMPANY
22-USPC-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF DECEMBER, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
THE UNITED STATES PLAYING)	22-USPC-01
CARD COMPANY)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and The United States Playing Card Company (“USPC”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
2. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
3. On September 24, 2021, US Playing Card’s Casino Compliance Manager notified the Commission that the President/CEO/Treasurer was leaving the company.
4. On October 4, 2021, the Commission requested US Playing Card submit an Occupational License Separation from Service or Suspension form for the President/CEO/Treasurer. US Playing Card confirmed receipt of the email communication.
5. On May 20, 2022, the Commission received a separation of service notification through occupational licensing database from US Playing Card for the President/CEO/Treasurer after receiving notice that the President/CEO/Treasurer’s license was expired.
6. On October 4, 2022, the Commission received a separation of service notification through occupational licensing database from US Playing Card for the Director/Board Member showing a separation date of September 1, 2022. The Commission was not notified in a timely manner.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of USPC by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and USPC hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against USPC.

USPC shall pay to the Commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, USPC agrees to promptly remit payment in the amount of \$1,000 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and USPC.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

Stephanie Krummert
Stephanie Krummert
Casino Compliance Manager
The United States Playing Card
Company

12/14/2022
Date

12/19/2022
Date